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the defence of the "Statute of Frauds," that a deed in writing is not essential to the transfer of a pre-emption claim. A verbal sale to one who immediately occupies, is sufficient. *Hickman v. Withers*, 19 S. W. Rep. 138 (Texas).

The court follows 10 Tex. 455, but, it is submitted, should have decided *contra*. The pre-emption claim is an interest in land, and, as such, within the terms of the statute.

STATUTE OF LIMITATIONS—CONSTRUCTION.—Under a Minnesota Statute (Gen. St. 1878, c. 66, § 16) providing that "when a cause of action has arisen in a State or Territory out of this State, and by the laws thereof an action thereon cannot there be maintained by reason of the lapse of time, an action thereon cannot be maintained in this State,"—*held*, that though the cause of action arose in Wisconsin, yet since it subsequently came under the law of Iowa and continued long enough to be a bar under the Iowa statute, it is a bar in Minnesota; although in Wisconsin, where the cause of action first arose, the operation of the statute would have been suspended by reason of defendant's absence from the jurisdiction. *Luce v. Clarke*, 51 N. W. Rep. 1162 (Minn.)

Osgood v. Artt, 10 Fed. Rep. 365 (Ill.),—the only other case on the point,—*accord*.

TAX SALE—REDEMPTION—EXTENDING TIME—CONTRACT OF PURCHASER.—The right of a purchaser other than a State, or some governmental agency acting as such, at a sale of lands for taxes under a statute which provides that the purchaser or his assignee shall have a conveyance of the land unless the land shall be redeemed within one year next succeeding the sale, is a contract right; and a statute passed subsequent to such sale, which proposes to extend the period allowed by the former Act for redeeming the land from the sale, is a violation of the contract, and hence of no effect as to such purchaser or his assignee. *Hull v. State ex rel. Rollins*, 11 So. Rep. 97 (Fla.).

The court approve Cooley's criticism on *Gault's Appeal*, 33 Pa. St. 94, where it was held that the time for redemption might be extended from one to two years, the reasoning being based on the liberal construction to be put upon redemption laws. See Cooley's Constitutional Limitations, p. 291, and Cooley on Taxation (2d ed.), pp. 544, 545.

TORTS—NEGLIGENCE.—A, a manufacturer of goods not ordinarily of a dangerous nature, put on the market for use a step-ladder. At time of sale, neither he nor the vendee knew or could know it was in fact negligently made. *Held*, that B, a servant of a subsequent vendee, having no contract relation with A, could recover for injury from using it. *Schubert v. J. R. Clarke Co.*, 51 N. W. Rep. 1103 (Minn.).

This applies to the full the principle laid down by Brett, M. R., announced in *Heaven v. Pender*, L. R. 11 Q. B. Div. 503.

TRUSTS—FOLLOWING PROCEEDS OF PARTNERSHIP MONEY.—A partner insured his life for his wife's benefit, and paid the premiums with money improperly taken from partnership funds. *Held*, the wife's insurable interest in her husband's life is her own property, so that the proceeds of the policy are not solely the result of partnership money, and cannot be impressed with a trust, but only with a lien for the amount of the premiums and interest. *Holmes v. Gilman*, 19 N. Y. Supp. 151 (Sup. Ct.).

REVIEWS.

SELECT CASES ON EVIDENCE AT THE COMMON LAW. WITH NOTES. By James Bradley Thayer. Cambridge: Charles W. Sever, 1892. pp. 1229.

The aim of the author has been chiefly to prepare a book for the use of students. We have no hesitation in giving the work our hearty approval. The first chapter contains a short sketch of the jury, its duties, and mode of proceeding in early times. It contains also the leading cases on topics which, although strictly not a part of the law of evidence, are usually so treated; for example, the burden of proof, presumptions, and the respective provinces of the court and the jury. The next three chapters are devoted to the rules on which evidence is excluded. The fifth and last chapter takes up the subject of witnesses, their competency, privilege, and finally the method of examination. As all the leading cases on the various subjects are systematically arranged, the book will be

of great use to practising lawyers as well as to students. The absence of head-notes to the cases may be a drawback in the eyes of the former; but such an omission is necessary to insure a careful study of the cases in class, and it is for use in class that the book was written. It is most admirably adapted to this special purpose. For the greater part, Professor Gray's "Cases on Property" have been taken as the model in type, binding, and general appearance; but by having special paper made, Professor Thayer has been enabled to compress into a single serviceable volume far more pages. From the Law School point of view, he is entitled to more gratitude than men in future classes will be likely to realize; and this will probably not be confined to Cambridge, for the book is already announced as required for the course in Evidence at Columbia.

J. M. N.

THE LAW OF CONTRACTS IN RESTRAINT OF TRADE. By George Stuart Patterson, Fellow in the Department of Law of the University of Pennsylvania. Philadelphia: University of Pennsylvania Press, 1891. pp. 70.

This useful little monograph is uniform in make up with "The Federal Power over Commerce," by Mr. W. D. Lewis, issued from the same Press, which the Review had occasion last spring to praise very highly. Like his associate, Mr. Patterson has done a scholarly piece of work, and has rendered the profession a service by bringing together, mainly in chronological order, all the reported cases on this extremely important and growing subject. If one were to criticise him, one would suggest that a little more pains might have been well spent upon his English, and that upon a topic so unsettled he could profitably have gone further in the direction of systematic criticism. He has given us a good, but not in the least a brilliant, piece of work.

P. S. A.

BALLARDS' ANNUAL ON THE LAW OF REAL PROPERTY, vol. i., 1892. By T. E. and Emerson E. Ballard. One volume. pp. 827. Crawfordsville, Ind.: Ballard & Ballard, 1892.

"The Annual" is not of the fish nor flesh nor fowl of legal literature. Something more than a digest, something less than a treatise, somewhat composed of reprints of cases, its purpose is each year to note and comment on the changes in the law of real property made by the three thousand cases (p. 7) annually decided on this subject by the courts of last resort, State and Federal.

The reports fill four fifths of the volume. The annotations, neither very full nor scholarly, will scarcely enhance the value of the work. The book is well indexed, and the compilation careful.

"The Annual" seems the natural child of the American Reports and the American Digest. It is another attempt to furnish easy handles to the mass of current reports, and as such is interesting to all interested in law. We hardly share the belief of the authors that their method of arrangement has solved this problem. The usefulness of the work will be, not to the student, but to the maker of briefs.

J. C.